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RECORDATION NO. 24656 FILED

OCT 23 '03 1-35 PM

SURFACE TRANSPORTATION BOARD

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Frank M. Dodson

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October 15, 2003

Mr. Vernon A. Williams, Secretary  
Surface Transportation Board  
1925 K Street, NW  
Washington, DC 20423-0001



Dear Secretary Williams:

As the attorney for AmSouth Bank, I am enclosing an original and one copy/counterpart of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a security agreement, a primary document, dated October 3, 2003.

The names and addresses of the parties to the documents are as follows:

Debtor: Aeropres Corporation, 1324 North Hearne, Shreveport, LA 71107  
Secured Party: AmSouth Bank, 333 Texas, SH-2060, Shreveport, LA 71101

A description of the equipment covered by the document is set out in the attached Exhibit "A."

A fee of \$30.00 is enclosed to cover the filing charges. Please return the original and any extra copies not needed by the Board for recordation to Cook, Yancey, King & Galloway, Attn: Frank M. Dodson, P. O. Box 22260, Shreveport, Louisiana 71120-2260. Thank you for your help. If you have questions or this letter is deficient in some respect, please call me.

A short summary of the document to appear in the index follows:

Security Agreement between Aeropres Corporation, having a mailing address of 1324 North Hearne, Shreveport, LA 71107, as Debtor, and AmSouth Bank, having a mailing address of 333 Texas, SH-2060, Shreveport, LA 71101, as Secured Party, dated October 3, 2003, covering 130 rail cars.

Yours very truly,

A handwritten signature in dark ink, appearing to read "Frank M. Dodson".

Frank M. Dodson

FMD:shm  
Enclosure

AEROPRES FLEET ANALYSIS  
(sorted by Car Number)

Car Number	Commodity	Classification	Builder Code	Built Date	Mand. Scrap Date	Paint Applied	Last Shopped	Rule 88 Due Date	SS #3 Due Date	Tank Qual. Due Date	SV Due Date	Next Mandatory Shop Due Date	Comments
ACFX 220421	Butadiene	105J300W	ACM	11/1996		11/1996		11/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220424	Butadiene	105J300W	ACM	10/1996		10/1996		10/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220425	Butadiene	105J300W	ACM	10/1996		10/1996		10/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220428	Butadiene	105J300W	ACM	11/1996		11/1996		11/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220429	Butadiene	105J300W	ACM	11/1996		11/1996		11/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220437	Butadiene	105J300W	ACM	11/1996		11/1996		11/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220439	Butadiene	105J300W	ACM	11/1996		11/1996		11/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220446	Butadiene	105J300W	ACM	11/1996		11/1996		11/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220451	Butadiene	105J300W	ACM	11/1996		11/1996		11/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220457	Butadiene	105J300W	ACM	12/1996		12/1996		12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220467	Butadiene	105J300W	ACM	12/1996		12/1996		12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220472	Butadiene	105J300W	ACM	12/1996		12/1996		12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220475	Butadiene	105J300W	ACM	12/1996		12/1996		12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220481	Butadiene	105J300W	ACM	12/1996		12/1996		12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220484	Butadiene	105J300W	ACM	12/1996		12/1996		12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220486	Butadiene	105J300W	ACM	12/1996		12/1996		12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220492	Butadiene	105J300W	ACM	12/1996		12/1996		12/2006	12/2006	12/2006	12/2006	12/2006	
AREX 002501	PETROLEUM GAS	112J340W	GA	01/1973	12/2012	02/1994		12/2004	12/2004	12/2004	12/2004	12/2004	
AREX 002502	PETROLEUM GAS	112J340W	GA	01/1973	12/2012	09/1993		12/2003	12/2003	12/2003	12/2004	12/2003	
AREX 002503	PETROLEUM GAS	112J340W	GA	01/1973	12/2012	09/1992		12/2004	12/2004	12/2004	12/2004	12/2004	
AREX 002504	PETROLEUM GAS	112J340W	GA	06/1973	05/2013	01/1990		12/2004	12/2004	12/2004	12/2004	12/2004	
AREX 002505	PETROLEUM GAS	112J340W	NAT	01/1966	12/2005	09/1992	02/1997	12/2002	12/2002	12/2007	12/2002	12/2002	
AREX 002507	PETROLEUM GAS ETHER (AEROPRES & DUPONT ONLY)	112J340W	NAT	01/1964	12/2003		08/1995	12/2005	12/2005	12/2005	12/2005	12/2005	12/2005 211102 Per David Car will be scrapped. Getting scrap bids
AREX 002508	PETROLEUM GAS	112J340W	NAT	01/1964	12/2003	02/1992	11/1995	07/2002	12/2002	12/2005	12/2005	07/2002	
AREX 002509	PETROLEUM GAS	112J340W	NAT	01/1971	12/2010	08/1994	12/1997	07/2004	12/2004	12/2007	12/2002	12/2002	
AREX 002510	DME-SEEDIMETHYL ETHER (AEROPRES & DUPONT ONLY)	112J340W	NAT	01/1965	12/2004	03/1991		07/2002	12/2002	12/2001	12/2002	12/2001	Scrap bids submitted 1/28
AREX 002511	PETROLEUM GAS	112J340W	NAT	01/1970	12/2009	12/1997	12/1997	12/2007	12/2007	12/2007	12/2002	12/2002	
AREX 002512	PETROLEUM GAS	112J340W	NAT	01/1971	12/2010			12/2002	12/2007	12/2002	12/2004	12/2002	
AREX 002513	PETROLEUM GAS	112J340W	NAT	01/1970	12/2009	08/2001	08/2001	08/2011	12/2011	12/2011	12/2006	12/2006	

**AEROPRES FLEET ANALYSIS**  
(sorted by Car Number)

Car Number	Commodity	Classification	Builder Code	Mand. Scrap Date	Paint Applied	Last Shopped	Rule 88 Due Date	SS #3 Due Date	Tank Qual. Due Date	SV Due Date	Next Mandatory Shop Due Date	Comments
AREX 002514	LIQUEFIED PETROLEUM GAS	112J340W	RIC	01/1970	12/2009	10/2000	10/2000	10/2010	12/2010	12/2010	10/2010	
AREX 002515	DIKEL-SEEDIMETHYL ETHER (AEROPRES & DUPONT ONLY)	112J340W	NAT	04/1966	03/2006	10/1996	01/1999	12/2002	12/2002	12/2006	12/2004	12/2002
AREX 002516	LIQUEFIED PETROLEUM GAS	105J300W	RIC	01/1980	12/2019	01/1993	10/1997	10/2007	12/2005	12/2007	12/2005	12/2005
AREX 002517	LIQUEFIED PETROLEUM GAS	105J300W	RIC	01/1980	12/2019	10/1997		10/2007	12/2003	12/2007	12/2002	12/2002
AREX 002518	LIQUEFIED PETROLEUM GAS	112J340W	RIC	01/1970	12/2009	09/1993	04/2000	12/2010	12/2010	12/2010	12/2005	12/2005
AREX 002519	DIKEL-SEEDIMETHYL ETHER (AEROPRES & DUPONT ONLY)	112J340W	NAT	01/1971	12/2010	03/1991	01/1999	01/2009	12/2005	12/2009	12/2004	12/2004
AREX 002520	LIQUEFIED PETROLEUM GAS	112J340W	ACF	01/1970	12/2009	03/1995	02/2000	12/2010	12/2010	12/2010	12/2005	12/2005
AREX 002521	DIKEL-SEEDIMETHYL ETHER (AEROPRES & DUPONT ONLY)	112J340W	ACF	01/1970	12/2009	09/2000	09/2000	10/2007	12/2007	12/2007	12/2005	12/2005
AREX 002522	LIQUEFIED PETROLEUM GAS	112J340W	ACF	01/1970	12/2009	03/2001	03/2001	12/2011	12/2011	12/2011	12/2011	12/2011
AREX 002523	LIQUEFIED PETROLEUM GAS	112J340W	ACF	01/1970	12/2009	10/1995	10/1995	12/2005	12/2005	12/2005	12/2005	12/2005
AREX 002526	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1970	12/2009	01/1993	11/1997	11/2007	12/2007	12/2007	12/2002	12/2002
AREX 002527	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1971	12/2010	08/1996	08/1996	12/2006	12/2006	12/2006	12/2007	12/2006
AREX 002528	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1970	12/2009	02/1996	02/1996	12/2006	12/2006	12/2006	12/2001	12/2001
AREX 002529	LIQUEFIED PETROLEUM GAS	105J300W	RIC	01/1980	12/2019	10/1992		10/2007	12/2002	12/2007	12/2002	12/2002
AREX 002530	LIQUEFIED PETROLEUM GAS	105J300W	RIC	01/1980	12/2019	12/1990		10/2007	12/2003	12/2007	12/2007	12/2003
AREX 002533	LIQUEFIED PETROLEUM GAS	105J300W	RIC	01/1979	12/2018	01/1996	10/1997	10/2007	12/2006	12/2006	12/2002	12/2002
AREX 002535	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1966	12/2005	03/1998	03/1998	03/2008	12/2008	12/2008	12/2003	12/2003
AREX 002536	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1967	12/2006	04/1992	09/1996	07/2002	12/2002	12/2006	12/2007	12/2002
AREX 002538	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1966	12/2005	01/1996	01/1996	07/2002	12/2002	12/2006	12/2006	12/2002
AREX 002539	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1966	12/2005	06/1992	09/1996	07/2002	12/2002	12/2006	12/2007	12/2002
AREX 002540	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1966	12/2005	02/1996	09/1998	09/2008	12/2002	12/2006	12/2003	12/2002
AREX 002541	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1966	12/2005	04/1992	02/1996	07/2002	12/2002	12/2006	12/2001	12/2001

SV to be completed & Certificate, Rascar or Bubble Leak Test

AEROPRES FLEET ANALYSIS  
(sorted by Car Number)

Car Number	Commodity	Classification	Builder Code	Build Date	Mand. Scrap Date	Paint Applied	Last Shopped	Rule 88 Due Date	SS #3 Due Date	Tank Qual. Due Date	SV Due Date	Next Mandatory Shop Due Date	Comments
AREX 002542	LIQUEFIED PETROLEUM GAS	105J300W	RIC	01/1980	12/2019	02/1991	10/1997	10/2007	12/2007	12/2007	12/2002	12/2002	SV to be completed 2/14/02 - Await Certificate
AREX 002543	LIQUEFIED PETROLEUM GAS	112J340W	RIC	01/1970	12/2009	08/2000	08/2000	12/2009	12/2009	12/2009	12/2009	12/2009	
AREX 002544	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1966	12/2005	05/1999	05/1999	05/2009	12/2009	12/2006	12/2004	12/2004	
AREX 002545	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006		02/1999	03/2009	12/2003	12/2009	12/2004	12/2003	
AREX 002546	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	10/1995	07/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002547	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	07/2001	07/2001	12/2007	12/2007	12/2007	12/2006	12/2006	
AREX 002548	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	01/1996	03/2000	12/2010	12/2010	12/2006	12/2005	12/2005	
AREX 002549	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	03/1999	03/1999	03/2009	12/2003	12/2009	12/2003	12/2003	
AREX 002550	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	02/1994	03/1999	03/2009	12/2004	12/2009	12/2004	12/2004	
AREX 002551	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	12/1995	06/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002552	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	01/1996	05/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002553	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	04/1991	02/1999	02/2009	12/2004	12/2009	12/2004	12/2004	
AREX 002554	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	02/1998	02/1998	02/2008	12/2008	12/2008	12/2003	12/2003	
AREX 002555	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	03/1992	05/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002556	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	06/1993	07/2001	12/2011	12/2011	12/2007	12/2002	12/2002	
AREX 002557	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	03/1995	05/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002558	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1966	12/2805		07/2001	12/2011	12/2011	12/2007	12/2006	12/2006	
AREX 002559	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	11/1997	11/1997	11/2007	12/2007	12/2007	12/2002	12/2002	Project work MSOTL needed
AREX 002560	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1968	12/2007	10/1997	04/1998	10/2007	12/2007	12/2007	12/2003	12/2003	
AREX 002561	DME-SEE-OMETHYL ETHER (AEROPRES A DUPOINT ONLY)	112J340W	UTC	01/1968	12/2007	09/2000	09/2000	10/2009	10/2009	12/2009	12/2005	12/2005	
AREX 002562	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1969	12/2008	06/1994	09/2000	12/2010	12/2010	12/2007	12/2004	12/2004	
AREX 002563	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1968	12/2807		03/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002564	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	07/1991	08/1996	06/2005	12/2005	12/2005	12/2006	06/2005	Project work MSOTL needed
AREX 002566	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	03/1998	03/1998	03/2008	12/2008	12/2008	12/2003	12/2003	
AREX 002567	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	06/1991	03/1999	03/2009	12/2003	12/2009	12/2004	12/2003	

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AEROPRES FLEET ANALYSIS  
(sorted by Car Number)

Car Number	Commodity	Classification	Builder Code	Built Date	Mand. Scrap Date	Paint Applied	Last Shopped	Rule 88 Due Date	SS #3 Due Date	Tank Qual. Date	SV Due Date	Next Mandatory Shop Date	Comments
AREX 002568	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1981	12/2006	06/1996	06/1996	12/2002	12/2002	12/2006	12/2006	12/2002	Projected work MS07L needed
AREX 002569	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1981	12/2006	12/1997	11/2000	12/2007	12/2007	12/2007	12/2010	12/2007	
AREX 002571	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	09/2000	09/2000	12/2010	12/2010	12/2010	12/2010	12/2010	
AREX 002573	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	01/2000	01/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002574	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020		03/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002575	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	03/2000	03/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002576	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	01/2000	01/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002578	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	02/2001	02/2001	02/2011	12/2011	12/2011	12/2011	02/2011	
AREX 002579	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	05/1992	09/1997	12/2002	08/2007	12/2002	12/2002	12/2002	
AREX 002580	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	04/2000	05/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002581	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	03/2001	03/2001	03/2011	12/2011	12/2011	12/2011	03/2011	
AREX 002582	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	01/2000	01/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002583	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	03/2001	03/2001	03/2011	12/2011	12/2011	12/2011	03/2011	
AREX 002584	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	03/2001	03/2001	03/2011	12/2011	12/2011	12/2006	12/2006	
AREX 002585	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	11/1993	05/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002586	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	10/1999	11/1999	10/2009	12/2009	12/2009	12/2004	12/2004	
AREX 002587	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	09/2000	09/2000	12/2010	12/2010	12/2010	12/2010	12/2010	
AREX 002588	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	02/2001	03/2001	02/2011	12/2011	12/2011	12/2011	02/2011	
AREX 002589	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	04/2001	04/2001	04/2011	12/2011	12/2011	12/2011	04/2011	
AREX 002590	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002591	LIQUEFIED PETROLEUM GAS DME-SEE DIMETHYL ETHER (AEROPRES & DUPONT ONLY)	112J340W	TRI	01/1997	12/2036	03/1997	09/2000	01/2007	01/2007	12/2007	12/2005	12/2005	
AREX 002592	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002593	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997	08/1997	01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002594	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002595	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997		01/2007	01/2007	12/2007	12/2002	12/2002	

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AEROPRES FLEET ANALYSIS  
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Car Number	Commodity	Classification	Builder Code	Built Date	Mand. Scrap Date	Paint Applied	Last Shopped	Rule 86 Due Date	SS #3 Due Date	Tank Qual. Due Date	SV Due Date	Next Mandatory Shop Due Date	Comments
AREX 002596	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002597	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002598	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002599	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002600	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002601	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002602	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002603	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002604	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002605	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002606	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002607	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002608	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002609	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002610	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002611	DIETHYLENE GLYCOL DIMETHYL ETHER (AEROPRES & DUPONT ONLY)	112J340W	TRI	01/1997	12/2036	04/1997	09/2000	01/2007	01/2007	12/2007	12/2005	12/2005	
AREX 002612	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002613	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997	03/1999	01/2007	01/2007	12/2007	12/2004	12/2004	
AREX 002614	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002615	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997	03/1999	01/2007	01/2007	12/2007	12/2004	12/2004	
AREX 002616	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002617	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997	03/1999	01/2007	01/2007	12/2007	12/2004	12/2004	
AREX 002618	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997	03/1999	01/2007	01/2007	12/2007	12/2004	12/2004	
AREX 002619	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002620	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	

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AEROPRES FLEET ANALYSIS  
(sorted by Car Number)

Car Number	Commodity	Classification	Builder Code	Built Date	Mand. Scrap Date	Paint Applied	Last Shopped	Rule 88 Due Date	SS #3 Due Date	Tank Qual. Due Date	SV Due Date	Next Mandatory Shop Due Date	Comments
AREX 002621	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002622	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997	03/1999	01/2007	01/2007	12/2007	12/2004	12/2004	
AREX 002623	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997	03/1999	01/2007	01/2007	12/2007	12/2004	12/2004	
AREX 002624	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	

RECORDATION NO. 24656 FILED  
OCT 23 '03 1-35 PM  
SURFACE TRANSPORTATION BOARD

### COMMERCIAL SECURITY AGREEMENT

1. **DATE.**  
October 3<sup>rd</sup>, 2003
2. **PARTIES.**  
The parties to this agreement are the debtor(s) (whether one or more, "Grantor") and Lender.
3. **APPEARANCES.**  
  
Grantor.  
  
**Aeropres Corporation**, a Louisiana corporation, having a permanent mailing address of 1324 North Hearne, Shreveport, LA 71107  
  
Grantor's employer identification number is:  
  
72-0728856  
  
Grantor's chief executive office address is:  
  
1324 North Hearne, Shreveport, LA 71107  
  
Lender.  
  
**AMSOUTH BANK**, an Alabama banking corporation, having a permanent mailing address of 333 Texas, SH-2060, Shreveport, LA 71101  
  
Lender's employer identification number is:  
  
63-0935103
4. **SECURITY INTEREST.** Grantor grants to Lender a continuing security interest in the property described below ("Collateral") to secure the payment and performance of the obligations ("Obligations") described in this agreement.
5. **OBLIGATIONS.** The security interest granted herein in the Collateral shall secure the payment and performance of all present (including antecedent and current) and of all future, joint, several, and/or solidary Obligations (including costs of collection and, upon the occurrence of a default under this agreement, legal expenses and attorney's fees incurred by Lender in collecting or enforcing payment or performance of such Obligations and all funds spent by Lender in preserving or protecting or realizing on the Collateral described herein) of Grantor to Lender pursuant to:
  - a. This agreement and the following described promissory notes and agreements:  
  
Promissory note dated October 3<sup>rd</sup>, 2003, in the original principal sum of \$8,500,000, made and subscribed by Grantor and payable to the order of Lender;  
  
Loan Agreement dated September 19, 2002, by and among Grantor and Lender, as amended by that certain First Amendment to Loan Agreement



dated October 3<sup>rd</sup>, 2003 (the loan agreement as amended being referred to herein as the "Loan Agreement")

- b. All amendments, extensions, modifications, replacements, renewals or substitutions to any of the foregoing; and
- c. Applicable law.

6. **COLLATERAL.** Unless prohibited by federal law, federal regulation or Chapter 9 of the Louisiana Commercial Laws, the Collateral shall consist of the right, title and interest of Grantor or any of them in the following described property, whether now owned or hereafter acquired by Grantor and wheresoever located:

The rail cars described on Schedule A attached hereto and incorporated herein;

The general intangibles associated with the rail cars;

All accessions, accessories, additions, amendments, attachments, modifications, parts, replacements and substitutions to any of the above;

All proceeds and products of any of the above;

All proceeds from any policies of insurance pertaining to any of the above, to the extent authorized by Chapter 9 of the Louisiana Commercial Laws or any other applicable law, all policies of insurance pertaining to any of the above, and all unearned premiums pertaining to such policies; and

All books and records pertaining to any of the above.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Grantor represents, warrants and covenants to Lender that:

- a. Grantor is and shall remain the sole owner of the Collateral;
- b. Grantor's chief executive office is the address marked in paragraph 3. above.
- c. Grantor shall not become a party to any restructuring of its form of business or participate in any consolidation, merger, liquidation or dissolution without providing Lender with thirty (30) or more days prior written notice of such change;
- d. Grantor shall notify Lender of the nature of any intended change of Grantor's name, or the use of any trade name, and the effective date of such change;
- e. The Collateral is and shall at all times remain free of all tax and other liens, security interests, encumbrances or claims of any kind except for those belonging to Lender and those described on Schedule D attached hereto and incorporated herein. No liens, security interests, encumbrances or claims shall be granted or allowed by Grantor without the prior written consent of Lender. Without waiving the event of default as a result thereof, Grantor shall take any action and execute any document needed to discharge the foregoing liens, security interests, encumbrances and claims;

- f. Grantor shall defend the Collateral against all claims and demands of all persons at any time claiming any interest herein;
  - g. None of the Collateral, the perfection of a security interest in which is dependent upon its location, shall be moved to a new state without the prior written consent of Lender;
  - h. Grantor has the right and is duly authorized to enter into and perform its Obligations under this agreement. Grantor's execution and performance of these Obligations does not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may now or hereafter be binding on Grantor.
  - i. No action or proceeding is pending against Grantor which might result in any material or adverse change in its business operations or financial condition or materially affect the Collateral;
  - k. Grantor has not violated and shall not violate any applicable federal, state, parish, county or municipal statute, regulation or ordinance which may materially and adversely affect its business operations or financial condition or the Collateral; and
  - l. This agreement and the Obligations described in this agreement are executed and incurred for business, commercial, or agricultural purposes and not for consumer purposes.
8. **SALE OF COLLATERAL.** Except as otherwise provided in the Loan Agreement, Grantor shall not assign, convey, lease, sell, transfer or otherwise dispose of any of the Collateral to any third party without the prior written consent of Lender except for sales of equipment, fixtures and inventory to buyers in the ordinary course of business.
9. **FINANCING STATEMENT AND OTHER PAPERS.** The Grantor hereby irrevocably authorizes the Lender at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State, or such other jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Grantor is an organization, the type of organization and any organizational identification number issued to the Grantor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Grantor agrees to furnish any such information to the Lender promptly upon the Lender's request. The Grantor also ratifies its authorization for the Lender to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof. Grantor further authorizes Lender at any time and from time to time to make any filing with respect to the Collateral with the Surface Transportation Board and any other governmental agency necessary to perfect or maintain Lender's security interest in the Collateral.
10. **INQUIRIES AND NOTIFICATION TO THIRD PARTIES.** Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to the Collateral. In addition, Lender is authorized to provide oral or written notice of its security interest in the

Collateral and the obligations and records of financial transactions pertaining thereto to any third party. Furthermore, Grantor hereby grants any third party the right to disclose to Lender any records of its financial transactions with Grantor.

11. **COLLECTION OF INDEBTEDNESS FROM THIRD PARTIES.** Grantor hereby agrees that Lender may at any time, and without regard to the existence or nonexistence of a Default or an Event of Default, notify any operator, pipeline, or purchaser of oil or gas of Lender's interest therein. Lender agrees that, until the occurrence of a Default or an Event of Default under the Loan Agreement by and between Lender and Grantor of even date herewith, it will not require such operator, pipeline, or purchaser to direct all payments and revenues to Lender. Lender shall be entitled to notify, and upon the request of Lender, Grantor shall notify any other account debtor or other third party (including, but not limited to, insurance companies) to pay any obligation owing to Grantor and constituting the Collateral (cumulatively "Indebtedness") to Lender whether or not a default exists under the Loan Agreement. Grantor shall diligently collect the Indebtedness owing to Grantor from its account debtors and other third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of Indebtedness or the payment of any insurance proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from Grantor's other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. After an Event of Default hereunder, Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment of, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.
12. **POWER OF ATTORNEY.** Grantor hereby appoints Lender as his attorney-in-fact to endorse Grantor's name on all instruments and other remittances payable to Grantor with respect to the Indebtedness or other papers pertaining to Lender's actions in connection with the Indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any paper required to be taken or executed by Grantor under this agreement upon the failure of Grantor to so perform or execute and, after an Event of Default hereunder, to carry out and enforce all or any portion of the incorporeal rights on which Grantor has granted a security interest (or which Grantor has assigned) to Lender, including, but not limited to, the right to direct any insurer to pay all proceeds directly to Lender, to file any proof of claim, to settle or compromise any claim, to cancel any policy of insurance, to endorse Grantor's name on any draft or negotiable instrument drawn by any insurer, and to apply for a certificate of title for the Collateral. Lender shall also be entitled, but not required, to correct any and all patent errors in this agreement, any related financing statement and any other documents executed with respect to any Obligations secured by this agreement. Lender's performance of such action or execution of such papers shall not relieve Grantor from any Obligation or cure any default under this agreement. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
13. **USE AND MAINTENANCE OF COLLATERAL.** Grantor shall use the Collateral solely in the ordinary course of his business, for the usual purposes intended by the manufacturer (if applicable), with due care, and in compliance with the laws, ordinances, regulations, requirements and rules of all federal, state, parish, county, and municipal authorities and in

compliance with all insurance policies. Grantor shall not make any alterations, additions or improvements to the Collateral other than in the ordinary course of business without the prior written consent of Lender. Without limiting the foregoing, all alterations, additions and improvements made to the Collateral shall be subject to the security interest belonging to Lender, shall not be removed without the prior written consent of Lender, and shall be made at Grantor's sole expense. Grantor shall take all actions and make any repairs or replacements needed to maintain the Collateral in good condition and working order. Grantor shall not remove Collateral from the state in which Grantor represented to Lender that they would be located without at least thirty (30) days notice to and the prior written consent of Lender.

14. **LOSS OR DAMAGE.** Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to all or any part of the Collateral. In the event of any Loss or Damage, Grantor will either restore the Collateral to its previous condition, replace the Collateral with similar property acceptable to Lender in Lender's sole discretion, or pay or cause to be paid to Lender the decrease in the fair market value of the affected Collateral. Grantor will immediately notify Lender of any Loss or Damage.
15. **INSURANCE.** Grantor shall maintain insurance on the Collateral in an amount and on forms insuring such risks and from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance companies to provide Lender with at least thirty (30) days written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee on a form acceptable to Lender and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the Loss or Damage of the Collateral. Grantor hereby assigns to Lender all his rights to collect any monies under such insurance policies to the extent that any such assignment is the transfer of an interest or claim excluded from Chapter 9 of the Louisiana Commercial Laws.
16. **INDEMNIFICATION.** Lender shall not assume or be responsible for the performance of any of Grantor's obligations with respect to the Collateral under any circumstances. Grantor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorney's fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to his business operations or the Collateral, including, but not limited to, those arising from Lender's performance of Grantor's obligations with respect to the Collateral provided, however, that Grantor shall not be obligated to indemnify Lender against Lender's gross negligence or intentional wrongdoing. Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorney's fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost.
17. **TAXES AND ASSESSMENTS.** Grantor shall execute and file all tax returns and pay all taxes, licenses, fees and assessments relating to his business operations and the Collateral (including, but not limited to, income taxes, personal property taxes, payroll taxes, sales taxes, use taxes, excise taxes and worker's compensation premiums) in a timely manner.
18. **INSPECTION OF COLLATERAL AND BOOKS AND RECORDS.** Grantor shall allow Lender or its agents to examine, inspect and make abstracts and copies of the Collateral and

Grantor's books and records pertaining to Grantor's business operations and financial condition or the Collateral during normal business hours. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information pertaining to the Collateral or contained in the books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's security interest in his books and records pertaining to the Collateral.

19. **DEFAULT.** Grantor shall be in default under this agreement in the event that Grantor: a) fails to pay or perform any one or more of the Obligations, b) violates any local, federal or state environmental law, rule or regulation, which violation has a material adverse effect on the Collateral or Grantor's business, c) dies, d) consolidates, merges, dissolves, liquidates or terminates existence, e) become insolvent, f) becomes unable to pay debts as they mature, g) suspends business, h) engages in a respite, i) engages in an assignment for the benefit of creditors, j) becomes the subject of a receivership, k) is convicted of a felony crime, l) allows his property to become subject to any tax lien or be sold by local, state or federal taxing authorities, m) conceals, removes, transfers or permits to be concealed, removed, or transferred any of his property with intent to hinder, delay, or defraud any creditors, n) transfers any of his property to any creditor on account of an antecedent debt while insolvent if such transfer has the effect of preferring that creditor over other creditors, o) files or has filed against him a petition for an order for relief under the Bankruptcy Code, p) fails to pay any of the Obligations in full in the event of negative amortization, q) allows any of his property to be seized by any federal or state drug or other law enforcement authorities, r) is the subject of a final judgment having a material adverse effect on Grantor's financial condition or on the Collateral, s) breaches any representation, warranty, or covenant to Lender contained in this agreement or any other present or future, written or oral agreement, t) provides or causes any false or misleading signature or representation to be provided to Lender, u) suffers the Collateral to be damaged, destroyed, lost or stolen in any material respect if not covered by collectable insurance in the amount thereof, v) seeks to revoke, terminate or otherwise limit his liability under any continuing guaranty, or w) causes Lender to deem itself insecure in good faith for any reason.
20. **RIGHTS OF LENDER ON DEFAULT.** If there is a default under this agreement, Lender shall be entitled to exercise one or more of the following remedies without notice, demand, or putting in default (which are expressly waived):
- a. To declare the Obligations immediately due and payable in full;
  - b. To exercise all remedies and rights allowed Lender under Chapter 9 of the Louisiana Commercial Laws, other applicable Chapters of the Louisiana Commercial Laws, and all other applicable law; and
  - c. To change Grantor's mailing address, open Grantor's mail, and retain any instruments or other remittances constituting the Collateral contained therein as authorized by law.
21. **CONFESSION OF JUDGMENT, CONSENT TO EXECUTORY PROCESS AND WAIVER OF DEMAND FOR PAYMENT AND APPRAISAL.** Grantor does hereby acknowledge the Obligations secured by this agreement, whether now existing or arising hereafter, and does hereby confess judgment in favor of Lender for the full payment and performance of the Obligations secured hereby. Grantor further agrees that in the event of a default under this agreement, Lender may seize and sell any of the Collateral under executory process. Grantor waives the demand for payment provided for by Article 2639 of

the Louisiana Code of Civil Procedure and the right to and benefit of appraisal provided for by Article 2723 of the Louisiana Code of Civil Procedure.

22. **KEEPER AGREEMENT.** Grantor and Lender expressly agree that, in the event the Collateral is seized as an incident to an action to enforce this agreement, Lender may serve as keeper or may name the keeper at the time the seizure is effected, and this appointment shall be in accordance with the provisions of Louisiana Revised Statutes 9:5136-5140.2 or Louisiana Revised Statutes 9:5131-5135 as appropriate.
23. **APPLICATION OF PAYMENTS.** Whether or not a default has occurred under this agreement, all payments made by or on behalf of Grantor and all credits due to Grantor from the disposition of the Collateral or otherwise may be applied against the amounts paid by Lender (including attorney's fees and legal expenses) in connection with the exercise of its rights or remedies described in this agreement and any interest thereon and then to the payment of the remaining Obligations in whatever order Lender chooses.
24. **REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER.** Lender may advance in its sole discretion and Grantor shall reimburse Lender for all amounts (including, but not limited to, the reasonable expenses of insuring, retaining, holding, preparing for sale or lease, selling, leasing and the like, attorney's fees as set forth in paragraph 31. below, and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy belonging to Lender under this agreement, together with interest thereon at the highest rate described in any promissory note or credit agreement executed by Grantor from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations and shall be payable upon demand.
25. **ASSIGNMENT.** Grantor shall not be entitled to assign any of his rights, remedies or obligations described in this agreement without the prior written consent of Lender. Consent may be withheld by Lender in its sole discretion. Lender shall be entitled to assign some or all of its rights and remedies described in this agreement, including, but not limited to, its interest, or any part thereof, in the Obligations, or any of them, and in the Collateral, or any of it, without notice to or the prior consent of Grantor in any manner. Upon such assignment, and to the extent thereof, Lender shall be fully discharged from all responsibility with regard to the Collateral. The assignee shall be vested with all of the rights and obligations of Lender with respect to the Collateral which is assigned. Grantor hereby assigns to Lender all incorporeal rights that are incidental or accessory to the Collateral whether or not such rights are evidenced in writing or are now existing or hereafter arise if such assignment is a transaction excluded from Chapter 9 of the Louisiana Commercial Laws.
26. **MODIFICATION AND WAIVER.** The modification or waiver of any of Grantor's Obligations or Lender's rights under this agreement must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this agreement shall not be affected if Lender amends, extends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belong to any Grantor or third party or any of its rights against any Grantor, third party, or Collateral.

27. **SUCCESSORS AND ASSIGNS.** This agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representative, heirs, succession representatives, legatees, and devisees.
28. **NOTICES.** Any notice or other communication to be provided under this agreement shall be in writing and shall be sent to the parties at the addresses described in this agreement or such other addresses as the parties may designate in writing from time to time.
29. **SEVERABILITY.** If any provision of this agreement violates the law or is unenforceable, the rest of the agreement shall remain valid.
30. **APPLICABLE LAW.** This agreement shall be governed by the laws of Louisiana. Grantor consents to the jurisdiction of the Courts of the State of Louisiana and acknowledges that venue is proper in Caddo Parish, Louisiana in the event of any legal proceedings under this agreement.
31. **COLLECTION COSTS.** If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this agreement, Grantor agrees to pay Lender's reasonable attorney's fees and collection costs subject to any restrictions imposed by law.
32. **REMEDIES CUMULATIVE.** All rights and remedies of Lender shall be cumulative and may be exercised individually or together and in any order. The election by Lender of any specific remedy shall not preclude the exercise of other remedies.
33. **STANDARDS.** The standards Lender is to follow with respect to Collateral in Lender's possession are: a) Lender's performance of its obligation to exercise reasonable care in the custody and preservation of Collateral in its possession shall be considered commercially reasonable if Lender exercises a degree of care similar to that which it usually employs in the care of similar assets in its possession. In the case of instruments or chattel paper in its possession, the obligation to preserve rights against prior parties remains with the Grantor and Lender's obligation is limited to cooperating with the Grantor, on written request, to the extent that it is deemed commercially reasonable and consistent with full preservation of any security interest granted to Lender in this or in any other security agreement. Lender may, at its option, take any steps deemed necessary or advisable by it to preserve rights against third parties but assumes no obligation to do so. b) Lender assumes no management obligations regarding the Collateral and is under no obligation to respond to notices, send notices, exercise options, perform services, or take any actions in connection with the Collateral. Lender's sole obligation with respect to management of the Collateral is, upon the written request of Grantor, to make a good faith effort to refer relevant notices it may receive regarding the Collateral to Grantor and to cooperate with Grantor to the extent that to do so is commercially reasonable and consistent with full preservation of any security interest granted to Lender in this or in any other security agreement. At its option, Lender may take any steps deemed necessary or advisable in the management of the Collateral but assumes no obligation to do so, including, but not limited to, 1) transferring the Collateral to its own name or into the name of one of its nominees, 2) making demand, suing for, or collecting the Collateral as Lender deems commercially reasonable in the preservation or satisfaction of its security interest, 3) receiving and receipting for all stock splits, stock dividends, or other changes in shares representing the original instrument and all other benefits of any kind whatsoever arising from the Collateral, 4) voting any Collateral, 5)

endorsing any Collateral and delivering same to issuer at maturity, 6) renewing any renewable Collateral at maturity and receiving renewal Collateral or demanding and receiving the proceeds thereof payable at maturity, 7) demanding and receiving and reinvesting the proceeds payable at maturity if Collateral is non-renewable, and 8) doing all and any other things which Lender deems necessary or desirable for its protection. c) Lender shall not be required to keep Collateral identifiable and may commingle such Collateral and may commingle fungible Collateral provided that Lender must return Collateral of like kind and quality upon termination of all of Lender's security interests and the payment of all Grantor's Obligations to Lender and, d) Lender may use or operate the Collateral in its possession for the purpose of preserving the Collateral or its value or in the same manner and to the same extent as if Lender owned the Collateral.

34. **PURCHASE MONEY SECURITY INTEREST.** If the security interest granted by Grantor is to be a purchase money security interest, Lender is authorized, but is not required, to disburse proceeds directly to the seller of the Collateral.
35. **SELF HELP AND WAIVER OF APPRAISAL.** In the event of default, Lender may and is hereby authorized to take immediate possession of the Collateral wherever found without process of law and to hold same until the amount due and owing is paid by Grantor out of the proceeds of the sale of the Collateral, and to that end the Collateral may be sold without the right of redemption by Grantor either at public or private sale without demand for performance or without notice to Grantor with or without having such Collateral at the place of sale, provided such action is allowed under the laws of the state where the Collateral is located or provided such action may ever be allowed under the laws of Louisiana. In the event that any law of the State of Louisiana or any other state where the Collateral might be located should require appraisal if not waived, Grantor waives his right to appraisal and authorizes any sale of the Collateral to be made without appraisal. In the event such sale is authorized in a different manner, then such sale may be conducted in any commercially reasonable manner authorized by the law of the state where the sale is to be conducted or where the Collateral is located.
36. **MISCELLANEOUS.** This agreement is executed for business, commercial, or agricultural purposes. Grantor shall supply information regarding Grantor's business operations and financial condition or the Collateral in the form and manner requested by Lender. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects. Grantor and Lender agree that time is of the essence. All references to Grantor in this agreement shall include all parties signing below. If there is more than one Grantor, their Obligations shall be solidary. This agreement shall remain in full force and effect until Lender provides Grantor with written notice of termination. If there exists an existing security right from Grantor to Lender, Grantor's subsequent abandonment or surrender of the collateral to Lender after default shall be deemed to constitute the granting of a possessory security interest in such collateral to Lender by Grantor thereby entitling Lender, at its option, to exercise the rights provided in Louisiana Revised Statutes 10:9-503, 9-504, and 9-505. This agreement and any related papers represent the complete and integrated understanding between Grantor and Lender pertaining to the terms and conditions of this agreement and the papers.
37. **ADDITIONAL TERMS.** Capitalized terms not otherwise defined herein shall have the meaning given to them in the Loan Agreement.



Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this agreement.

AEROPRES CORPORATION

By: Kenneth W. Odom  
Kenneth W. Odom, President

By: Mickey R. Walker  
Mickey R. Walker, Vice President of Finance

AMSOUTH BANK

By: N. Lee Copeland  
N. Lee Copeland, Vice President

**SCHEDULE A**  
**TO COMMERCIAL SECURITY AGREEMENT**  
**FROM AEROPRES CORPORATION, GRANTOR,**  
**TO AMSOUTH BANK, LENDER**

**AEROPRES FLEET ANALYSIS**  
(sorted by Car Number)

Car Number	Commodity	Classification	Builder Code	Built Date	Mand. Scrap Date	Paint Applied	Last Shipped	Rule 88 Due Date	SS #3 Due Date	Tank Qual. Date	SV Due Date	Next Mandatory Shop Due Date	Comments
ACFX 220421	Butadiene	105J300W	ACM	11/1996	11/1996	10/1996	11/2006	12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220424	Butadiene	105J300W	ACM	10/1996	10/1996	10/1996	10/2006	12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220425	Butadiene	105J300W	ACM	11/1996	11/1996	11/1996	11/2006	12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220428	Butadiene	105J300W	ACM	11/1996	11/1996	11/1996	11/2006	12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220429	Butadiene	105J300W	ACM	11/1996	11/1996	11/1996	11/2006	12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220437	Butadiene	105J300W	ACM	11/1996	11/1996	11/1996	11/2006	12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220439	Butadiene	105J300W	ACM	11/1996	11/1996	11/1996	11/2006	12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220446	Butadiene	105J300W	ACM	11/1996	11/1996	11/1996	11/2006	12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220451	Butadiene	105J300W	ACM	11/1996	11/1996	11/1996	11/2006	12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220457	Butadiene	105J300W	ACM	12/1996	12/1996	12/1996	12/2006	12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220467	Butadiene	105J300W	ACM	12/1996	12/1996	12/1996	12/2006	12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220472	Butadiene	105J300W	ACM	12/1996	12/1996	12/1996	12/2006	12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220475	Butadiene	105J300W	ACM	12/1996	12/1996	12/1996	12/2006	12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220481	Butadiene	105J300W	ACM	12/1996	12/1996	12/1996	12/2006	12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220484	Butadiene	105J300W	ACM	12/1996	12/1996	12/1996	12/2006	12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220486	Butadiene	105J300W	ACM	12/1996	12/1996	12/1996	12/2006	12/2006	12/2006	12/2006	12/2006	12/2006	
ACFX 220492	Butadiene	105J300W	ACM	01/1973	12/2012	02/1994	12/2004	12/2004	12/2004	12/2004	12/2004	12/2004	
AREX 002501	PETROLEUM GAS LIQUIFIED	112J340W	GA	01/1973	12/2012	09/1993	12/2003	12/2003	12/2003	12/2003	12/2003	12/2003	
AREX 002502	PETROLEUM GAS LIQUIFIED	112J340W	GA	01/1973	12/2012	09/1992	12/2004	12/2004	12/2004	12/2004	12/2004	12/2004	
AREX 002503	PETROLEUM GAS LIQUIFIED	112J340W	GA	06/1973	05/2013	01/1990	12/2004	12/2004	12/2004	12/2004	12/2004	12/2004	
AREX 002504	PETROLEUM GAS LIQUIFIED	112J340W	GA	01/1966	12/2005	09/1992	02/1997	12/2002	12/2002	12/2002	12/2002	12/2002	
AREX 002505	PETROLEUM GAS LIQUIFIED	112J340W	NAT	01/1964	12/2003	08/1995	12/2005	12/2005	12/2005	12/2005	12/2005	12/2005	2/1/02 Per David Car will be scrapped. Getting scrap bids
AREX 002507	PETROLEUM GAS LIQUIFIED	112J340W	NAT	01/1964	12/2003	08/1995	12/2005	12/2005	12/2005	12/2005	12/2005	12/2005	
AREX 002508	PETROLEUM GAS LIQUIFIED	112J340W	NAT	01/1964	12/2003	02/1992	11/1995	07/2002	12/2002	12/2005	12/2005	07/2002	
AREX 002509	PETROLEUM GAS LIQUIFIED	112J340W	NAT	01/1971	12/2010	08/1994	12/1997	07/2004	12/2004	12/2007	12/2002	12/2002	
AREX 002510	PETROLEUM GAS LIQUIFIED	112J340W	NAT	01/1965	12/2004	03/1991	07/2002	12/2002	12/2001	12/2002	12/2002	12/2001	Scrap bids submitted 1/28
AREX 002511	PETROLEUM GAS LIQUIFIED	112J340W	NAT	01/1970	12/2009	12/1997	12/1997	12/2007	12/2007	12/2007	12/2002	12/2002	
AREX 002512	PETROLEUM GAS LIQUIFIED	112J340W	NAT	01/1971	12/2010		12/2002	12/2007	12/2002	12/2002	12/2004	12/2002	
AREX 002513	PETROLEUM GAS LIQUIFIED	112J340W	NAT	01/1970	12/2009	08/2001	08/2001	08/2011	12/2011	12/2011	12/2006	12/2006	

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**TO AMSOUTH BANK, LENDER**

**AEROPRES TANK ANALYSIS**  
(sorted by Car Number)

Car Number	Commodity	Classification	Builder Code	Build Date	Mand. Scrap Date	Paint Applied	Last Shopped	Rule 88 Due Date	SS #3 Due Date	Tank Qual. Date	SV Due Date	Mandatory Ship Due Date	Comments
AREX 002514	LIQUEFIED PETROLEUM GAS	112J340W	RIC	01/1970	12/2009	10/2000	10/2000	10/2010	12/2010	12/2010	12/2010	10/2010	12/2002
AREX 002515	LIQUEFIED PETROLEUM GAS	112J340W	RIC	04/1956	03/2006	10/1996	01/1999	12/2002	12/2002	12/2006	12/2004		
AREX 002516	LIQUEFIED PETROLEUM GAS	105J300W	RIC	01/1980	12/2019	01/1993	10/1997	10/2007	12/2005	12/2007	12/2005	12/2005	
AREX 002517	LIQUEFIED PETROLEUM GAS	105J300W	RIC	01/1980	12/2019	10/1997		10/2007	12/2003	12/2007	12/2002	12/2002	
AREX 002518	LIQUEFIED PETROLEUM GAS	112J340W	RIC	01/1970	12/2009	09/1993	04/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002519	LIQUEFIED PETROLEUM GAS	112J340W	RIC	01/1971	12/2010	03/1991	01/1999	01/2009	12/2005	12/2009	12/2004	12/2004	
AREX 002520	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1970	12/2009	03/1995	02/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002521	LIQUEFIED PETROLEUM GAS	112J340W	ACF	01/1970	12/2009	09/2000	09/2000	10/2007	12/2007	12/2007	12/2005	12/2005	
AREX 002522	LIQUEFIED PETROLEUM GAS	112J340W	ACF	01/1970	12/2009	03/2001	03/2001	12/2011	12/2011	12/2011	12/2011	12/2011	
AREX 002523	LIQUEFIED PETROLEUM GAS	112J340W	ACF	01/1970	12/2009	10/1995	10/1995	12/2005	12/2005	12/2005	12/2005	12/2005	
AREX 002526	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1970	12/2009	01/1993	11/1997	11/2007	12/2007	12/2007	12/2002	12/2002	
AREX 002527	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1971	12/2010	08/1996	08/1996	12/2006	12/2006	12/2006	12/2007	12/2006	
AREX 002528	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1970	12/2009	02/1996	02/1996	12/2006	12/2006	12/2006	12/2001	12/2001	
AREX 002529	LIQUEFIED PETROLEUM GAS	105J300W	RIC	01/1980	12/2019	10/1992		10/2007	12/2002	12/2007	12/2002	12/2002	
AREX 002530	LIQUEFIED PETROLEUM GAS	105J300W	RIC	01/1980	12/2019	12/1990		10/2007	12/2003	12/2007	12/2007	12/2003	
AREX 002533	LIQUEFIED PETROLEUM GAS	105J300W	RIC	01/1979	12/2018	01/1996	10/1997	10/2007	12/2006	12/2006	12/2002	12/2002	
AREX 002535	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1986	12/2005	03/1998	03/1998	03/2008	12/2008	12/2008	12/2003	12/2003	
AREX 002536	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1987	12/2006	04/1992	09/1996	07/2002	12/2002	12/2006	12/2007	12/2002	
AREX 002538	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1986	12/2005	01/1996	01/1996	07/2002	12/2002	12/2006	12/2006	12/2002	
AREX 002539	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1986	12/2005	08/1992	09/1996	07/2002	12/2002	12/2006	12/2007	12/2002	
AREX 002540	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1986	12/2005	02/1996	09/1998	09/2008	12/2002	12/2006	12/2003	12/2002	
AREX 002541	LIQUEFIED PETROLEUM GAS	112J340W	NAT	01/1986	12/2005	04/1992	02/1996	07/2002	12/2002	12/2006	12/2001	12/2001	

SV to be completed 2/1/02 - Avail  
Certificate Release completed  
Bubble Leak Test

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**AEROPRES FLEET ANALYSIS**  
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Car Number	Commodity	Classification	Builder Code	Built Date	Mand. Date	Paint Applied	Last Shopped	Rule 88 Due Date	SS #3 Due Date	Qual. Date	SV Due Date	Mandatory Shop Due Date	Comments
AREX 002542	LIQUEFIED PETROLEUM GAS	10S300W	RIC	01/1980	12/2019	02/1991	10/1997	10/2007	12/2007	12/2007	12/2007	12/2007	SV to be completed 2/14/02 - Asset Certificate
AREX 002543	LIQUEFIED PETROLEUM GAS	112J340W	RIC	01/1970	12/2009	08/2000	08/2000	12/2009	12/2009	12/2009	12/2009	12/2009	
AREX 002544	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1966	12/2005	05/1999	05/1999	05/2009	12/2006	12/2006	12/2004	12/2004	
AREX 002545	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006		02/1999	03/2009	12/2003	12/2009	12/2004	12/2003	
AREX 002546	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	10/1995	07/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002547	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	07/2001	07/2001	12/2007	12/2007	12/2007	12/2006	12/2006	
AREX 002548	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	03/1996	03/2000	12/2010	12/2010	12/2006	12/2005	12/2005	
AREX 002549	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	03/1999	03/1999	03/2009	12/2003	12/2009	12/2003	12/2003	
AREX 002550	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	02/1994	03/1999	03/2009	12/2004	12/2009	12/2004	12/2004	
AREX 002551	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	12/1995	06/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002552	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	01/1996	05/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002553	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	04/1991	02/1999	02/2009	12/2004	12/2009	12/2004	12/2004	
AREX 002554	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	02/1998	02/1998	02/2008	12/2008	12/2008	12/2003	12/2003	
AREX 002555	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	03/1992	05/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002556	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	06/1993	07/2001	12/2011	12/2011	12/2007	12/2006	12/2006	
AREX 002557	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	03/1995	05/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002558	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1966	12/2005		07/2001	12/2011	12/2011	12/2007	12/2006	12/2006	
AREX 002559	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	11/1997	11/1997	11/2007	12/2007	12/2007	12/2002	12/2002	Project work MS67L needed
AREX 002560	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1968	12/2007	10/1997	04/1998	10/2007	12/2007	12/2007	12/2003	12/2003	
AREX 002561	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1968	12/2007	09/2000	09/2000	10/2009	10/2009	12/2009	12/2005	12/2005	
AREX 002562	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1969	12/2008	06/1994	09/2000	12/2010	12/2010	12/2007	12/2004	12/2004	
AREX 002563	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1968	12/2007		03/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002564	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	07/1991	06/1996	06/2005	12/2005	12/2005	12/2006	06/2005	Project work MS67L needed
AREX 002565	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	03/1998	03/1998	03/2008	12/2008	12/2008	12/2003	12/2003	
AREX 002566	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	06/1991	03/1999	03/2009	12/2003	12/2009	12/2004	12/2004	
AREX 002567	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	06/1991	03/1999	03/2009	12/2003	12/2009	12/2004	12/2004	

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**AEROPRES FLEET ANALYSIS**  
(sorted by Car Number)

Car Number	Commodity	Classification	Builder Code	Built Date	Mand. Scrap Date	Paint Applied	Last Shopped	Rule 88 Due Date	SS #3 Due Date	Tank Qual. Due Date	SV Due Date	Mandatory Shop Date	Comments
AREX 002568	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	06/1996	06/1996	12/2002	12/2002	12/2007	12/2007	12/2007	
AREX 002569	LIQUEFIED PETROLEUM GAS	112J340W	UTC	01/1967	12/2006	12/1997	11/2000	12/2007	12/2007	12/2007	12/2010	12/2010	
AREX 002571	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	09/2000	09/2000	12/2010	12/2010	12/2010	12/2010	12/2010	
AREX 002573	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	01/2000	01/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002574	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	03/2000	03/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002575	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	01/2000	01/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002576	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	02/2001	02/2001	12/2011	12/2011	12/2011	12/2011	12/2011	
AREX 002576	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	05/1992	09/1997	12/2002	08/2007	12/2002	12/2002	12/2002	
AREX 002579	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	04/2000	05/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002580	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	03/2001	03/2001	12/2011	12/2011	12/2011	12/2011	12/2011	
AREX 002581	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	01/2000	01/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002582	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	03/2001	03/2001	12/2011	12/2011	12/2011	12/2011	12/2011	
AREX 002583	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	03/2001	03/2001	12/2011	12/2011	12/2011	12/2006	12/2006	
AREX 002584	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	11/1993	05/2000	12/2010	12/2010	12/2010	12/2005	12/2005	
AREX 002585	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	10/1999	11/1999	10/2009	12/2009	12/2009	12/2004	12/2004	
AREX 002586	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	09/2000	09/2000	12/2010	12/2010	12/2010	12/2010	12/2010	
AREX 002587	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	02/2001	03/2001	12/2011	12/2011	12/2011	12/2011	12/2011	
AREX 002588	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	04/2001	04/2001	12/2011	12/2011	12/2011	12/2011	12/2011	
AREX 002589	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	03/1997	01/2007	01/2007	12/2007	12/2007	12/2002	12/2002	
AREX 002590	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	03/1997	09/2000	01/2007	01/2007	12/2007	12/2005	12/2005	
AREX 002591	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1981	12/2020	03/1997	09/2000	01/2007	01/2007	12/2007	12/2005	12/2005	
AREX 002592	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997	01/2007	01/2007	12/2007	12/2007	12/2002	12/2002	
AREX 002593	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997	08/1997	01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002594	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997	01/2007	01/2007	12/2007	12/2007	12/2002	12/2002	
AREX 002595	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997	01/2007	01/2007	12/2007	12/2007	12/2002	12/2002	

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Car Number	Commodity	Classification	Builder Code	Built Date	Mand. Scrap Date	Paint Applied	Last Shopped	Rule 88 Due Date	SS #3 Due Date	Tank Qual. Due Date	SV Due Date	Next Mandatory Shop Due Date	Comments
AREX 002596	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002597	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002598	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002599	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002600	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	03/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002601	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002602	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002603	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002604	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002605	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002606	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002607	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002608	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002609	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002610	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002611	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002612	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002613	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002614	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002615	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002616	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002617	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002618	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002619	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002620	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	

**SCHEDULE A**  
**TO COMMERCIAL SECURITY AGREEMENT**  
**FROM AEROPRES CORPORATION, GRANTOR,**  
**TO AMSOUTH BANK, LENDER**

AEROPRES FLEET ANALYSIS  
(sorted by Car Number)

Car Number	Commodity	Classification	Builder Code	Built Date	Mand. Scrap Date	Paint Applied	Last Shopped	Rule 88 Due Date	SS #3 Due Date	Tank Qual. Due Date	SV Due Date	Next Mandatory Shop Due Date	Comments
AREX 002621	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	
AREX 002622	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997	03/1999	01/2007	01/2007	12/2007	12/2004	12/2004	
AREX 002623	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997	03/1999	01/2007	01/2007	12/2007	12/2004	12/2004	
AREX 002624	LIQUEFIED PETROLEUM GAS	112J340W	TRI	01/1997	12/2036	04/1997		01/2007	01/2007	12/2007	12/2002	12/2002	

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**SCHEDULE B**  
**TO COMMERCIAL SECURITY AGREEMENT**  
**FROM AEROPRES CORPORATION, GRANTOR,**  
**TO AMSOUTH BANK, LENDER**

NOT APPLICABLE



**SCHEDULE C**  
**TO COMMERCIAL SECURITY AGREEMENT**  
**FROM AEROPRES CORPORATION, GRANTOR,**  
**TO AMSOUTH BANK, LENDER**

NOT APPLICABLE

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**SCHEDULE D**  
**TO COMMERCIAL SECURITY AGREEMENT**  
**FROM AEROPRES CORPORATION, GRANTOR,**  
**TO AMSOUTH BANK, LENDER**

Permitted Liens: NONE

**ACKNOWLEDGMENT**

STATE OF LOUISIANA

PARISH OF CADDO

BE IT KNOWN, that on this 3<sup>rd</sup> day of October, 2003, before me, the undersigned authority, personally came and appeared Kenneth W. Odom and Mickey R. Walker, to me known, who declared and acknowledged to me, Notary, that they are the President and Vice President of Finance, respectively, of Aeropres Corporation; that they executed the foregoing instrument on behalf of said company with the full authority of its board of directors; and that the said instrument is the free act and deed of said company and was executed for the uses, purposes and benefits therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

My Commission Expires:

Life

Brenda T. Inge  
Notary Public in and for Caddo Parish,  
Louisiana

BRENDA T. INGE  
CADDO PARISH  
COMMISSION IS FOR LIFE

STATE OF LOUISIANA

PARISH OF CADDO

BE IT KNOWN, that on this 3<sup>rd</sup> day of October, 2003, before me, the undersigned authority, personally came and appeared N. Lee Copeland, to me known, who declared and acknowledged to me, Notary, that he is a Vice President of AmSouth Bank; that he executed the foregoing instrument on behalf of said bank with the full authority of its board of directors; and that the said instrument is the free act and deed of the bank and was executed for the uses, purposes and benefits therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

My Commission Expires:

Life

Brenda T. Inge  
Notary Public in and for Caddo Parish,  
Louisiana

BRENDA T. INGE  
CADDO PARISH  
COMMISSION IS FOR LIFE